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CITY OF EL PASO

DATE: July 1, 2004

2004 JUL 1 PM 2 41

TO: Municipal Clerk

FROM: Byron E. Johnson, C.P.M.
Director of Purchasing x 4313

THRU: Aurora Wells
Interim Bid Clerk ext. 4038

Please place the following item on the **CONSENT** agenda for the Council Meeting of **JULY 7, 2004.**

Item should read as follows:


That the Mayor be authorized to sign, on behalf of the City, an Appraisal Services Agreement by and between the City of El Paso and Ralph Sellers & Associates in an amount not to exceed \$1,500.00 to establish the value for property legally described as being 1 Vista Commercial Park 24 to 28 (1244420.38 Square Feet), located in the City of El Paso, El Paso County, Texas.

Contact person: Alfonso Guerrero, Interim Procurement Analyst at 541-4654.

AGENDA FOR: **JULY 7, 2004**

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PURCHASING DEPARTMENT

DATE: July 1, 2004
TO: Municipal Clerk
THRU: Byron E. Johnson, Director
PURCHASING DEPARTMENT – X4313
FROM: Alfonso Guerrero Jr.
Procurement Analyst – X4654 

Please place the following item on the Consent Council Agenda for the
Council Meeting of **July 7, 2004.**

That the Mayor be authorized to sign, on behalf of the City, an Appraisal Services Agreement by and between the CITY OF EL PASO and RALPH SELLERS & ASSOCIATES in an amount not to exceed \$1,500.00 to establish the value for property legally described as being 1 Vista Commercial Park 24 to 28 (1244420.38 Square Feet), located in the City of El Paso, El Paso County, Texas.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign, on behalf of the City, an Appraisal Services Agreement by and between the CITY OF EL PASO and RALPH SELLERS & ASSOCIATES in an amount not to exceed \$1,500.00 to establish the value for property legally described as being 1 Vista Commercial Park 24 to 28 (124420.38 Square Feet), located in the City of El Paso, El Paso County, Texas.

ADOPTED this 7th day of July, 2004.

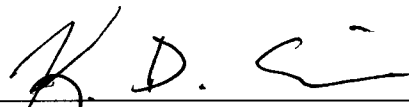
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:


Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Kevin D. Elkins
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy CAO
for Building and Planning Services

AGREEMENT FOR APPRAISAL SERVICES

THIS AGREEMENT, is entered into this 7th day of July, 2004, between the **CITY OF EL PASO, TEXAS**, a municipal corporation, hereinafter, the "City", and **RALPH SELLERS & ASSOCIATES**, hereinafter, the "Appraiser",

WHEREAS, the City desires the Appraiser to furnish to the City an independent professional appraisal of 2.86 acres of land, more particularly described as a portion of 1 Vista Commercial Park 24 to 28 (124420.38 Square Feet), located in the City of El Paso, El Paso County, Texas,

NOW, THEREFORE, the City and the Appraiser, for the consideration and under the conditions hereinafter set forth, agree as follows:

1. Term of Agreement. This contract for appraisal services shall begin on July 7 , 2004.
2. Property to be Appraised. A description of the real property and the interest therein to be appraised are set forth as 2.86 acres of land, further described as 1 Vista Commercial Park 24 to 28, City of El Paso, El Paso County, Texas.
3. Purpose of Appraisal. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value to be paid by the City in purchasing the property from the Property Owner.
 - 3.1 Date of Valuation. The Appraiser's valuation shall be as of a date concurrent with the preparation of the report.
4. Scope of Appraiser's Services. The Appraiser agrees to perform the following services:
 - 4.1 Appraisal. Appraise the real property described in Article 2 of this Agreement and prepare and deliver to the City as soon as practicably possible an appraisal report for each parcel in five (5) copies conforming to the provisions of this Agreement.
 - 4.2 Property Inspection. Personally inspect the property and other elements of value thereon or belonging thereto. If the Appraiser's inspection or investigation discloses a sale of a portion of a parcel by an unrecorded contract of sale or otherwise, the Appraiser shall furnish separate reports for each separately owned portion of the parcel.
 - 4.3 Valuation Data. Make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal reports to be furnished under this Agreement, including the most recent three (3) comparable sales which precede the appraisal.
5. Contents of Report. The appraisal report to be furnished by the Appraiser to the City in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on

6.2 Ownership Data. The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of each parcel as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

6.3 Legal Advice. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the City's interest in the property to be appraised.

7. Payment. In consideration of the undertakings and agreements on the part of the Appraiser contained in this Agreement, the City agrees to make payment to the Appraiser upon satisfactory completion by the Appraiser of services to be provided hereunder and the submission to the City of the properly certified invoices therefor, as follows: For appraisal services and reports furnished by the Appraiser and accepted by the City, the City agrees to pay an amount not to exceed ONE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$1,500.00), which shall constitute full payment to the Appraiser for all of said services and for all supplies, materials and equipment used or furnished by the Appraiser and all expenses incurred by the Appraiser in, or in connection with, the performance of said services.

8. Services Confidential. All services, including reports, opinions and information to be furnished under this Agreement, are confidential and shall not be divulged, in whole or in part, to any person other than to the duly authorized representatives of the City without prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law.

8.1 Assignment. The Appraiser's rights, obligations, and duties under this Agreement shall not be assigned in whole or in part.

8.2 Compliance with Local Laws. The Appraiser shall commit no trespass on any public or private property in the performance of the work embraced by this agreement. The Appraiser shall comply with all applicable state and local laws.

8.3 Law Governing Agreement. For the purpose of determining place of agreement and the law governing same, this agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

8.4 Entire Agreement. This contract constitutes the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

8.5 Independent Contractor. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Appraiser, and the Appraiser shall be deemed at all times to be an Independent Contractor.

9. Termination. If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner his obligations under this Agreement, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become

its property and the Appraiser shall be entitled to receive equitable compensation for work completed to the satisfaction of the City.

10. Interest of City Officials or Employees. No City Official or Employee shall participate in any decision relative to this Agreement affecting, directly or indirectly, his personal interests.

11. Notices. All notices given or made to the Appraiser hereunder shall be deemed to be duly and properly given or made if mailed to the address specified below, or delivered personally to the Appraiser. All notices or other papers given or delivered to the City hereunder shall be deemed to be sufficiently given or delivered if mailed, postage prepaid, to:

Office of the Mayor
City of El Paso
#2 Civic Center Plaza
El Paso, Texas 79901-1196

Those to the Appraiser shall be sent to:

Ralph Sellers & Associates
Attn: Curtis R. "Pete" Sellers
200 Bartlett, Suite 115
El Paso, Texas 79912

TO WITNESS WHEREOF, the signatures of the parties:


THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

APPROVED AS TO CONTENT:

Richarda Duffy Momsen
City Clerk

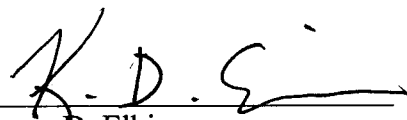

Patricia D. Adauto, Deputy CAO
for Building and Planning Services

(Signatures continue on following page)

RALPH SELLERS & ASSOCIATES


Curtis R. "Pete" Sellers

APPROVED AS TO FORM:


Kevin D. Elkins
Assistant City Attorney